2310 EAST MADISON • P. O. BOX 30 • BASTROP, LOUISIANA 71220 • PHONE (318) 281-2781 • FAX (318) 281-2784

RECEIVED IN MONROE, LA

JAN 1 4 2008

ROBERT H. SHEMWELL, CLERK WESTERN DISTRICT OF LOUISIANA

OCTOBER 10, 2004

WILMOT FARMING VENTURES 3070 HWY 52 EAST WILMOT, AR. 71676

YOU HAVE TAKEN DELIVERY ON 2 CASE IH 2388 COMBINES AND 2 CASE IH 2052 HEADERS

SN# JJC0276134

SN# JJC0276130

SN# CCC0014062

SN# CCC0014065

THE ABOVE EQUIPMENT IS ON A CASE CREDIT CONTRACT. THIS LETTER IS TO STATE THAT YOU HAVE THE OPTION OF RETURNING THIS EQUIPMENT TO US ON OR BEFORE DECEMBER 1, 2005 OR YOU MAY CONTINUE WITH THE TERMS OF YOUR LEASE/CONTRACT.

SCOTT TRACTOR COMPANY

BASTROP

LARRY WILLIAMS

EXHIBIT



2310 EAST MADISON • P. O. BOX 30 • BASTROP, LOUISIANA 71220 • PHONE (318) 281-2781 • FAX (318) 281-2784

NOVEMBER 22, 2004

WILMOT FARMING VENTURES 3070 HWY 52 EAST WILMOT, AR. 71676

YOU HAVE TAKEN DELIVERY ON 3 CASE IH MX285 TRACTORS

SN# JAZ133021 SN# JAZ132974 SN# JAZ130428

THE ABOVE EQUIPMENT IS ON A CASE CREDIT CONTRACT. THE TERMS OF OUR AGREEMENT ARE FOR 12 MONTHS. AFTER WHICH TIME THIS TERM YOU HAVE THE OPTION OF RETURNING THIS EQUIPMENT TO US OR YOU MAY CONTINUE WITH THE TERMS OF THE LEASE/CONTRACT.

SCOTT TRACTOR COMPANY BASTROP

LARRY WILLIAMS

EXHIBIT 2 kg

2310 EAST MADISON • P. O. BOX 30 • BASTROP, LOUISIANA 71220 • PHONE (318) 281-2781 • FAX (318) 281-2784

NOVEMBER 22, 2004

ARKLA FARMING VENTURES 3070 HWY 52 EAST WILMOT, AR. 71676

YOU HAVE TAKEN DELIVERY ON 1 CASE IH MX285 TRACTOR

SN# JAZ132940

THE ABOVE EQUIPMENT IS ON A CASE CREDIT CONTRACT. THE TERMS OF OUR AGREEMENT ARE FOR 12 MONTHS. AFTER WHICH TIME, YOU HAVE THE OPTION OF RETURNING THIS EQUIPMENT TO US OR YOU MAY CONTINUE WITH THE TERMS OF THE LEASE/CONTRACT.

SCOTT TRACTOR COMPANY BASTROP

LARRY WILLIAMS

EXHIBIT

CNH Capital

10-11-05

WILMOT FARMING VENTURES, LLC 3070 Hwy 52 East Wilmot, AR 71676

Account Number: 0032056075 22627001
The following is the equipment on your contract:

MAKE

TYPE Tracto MODEL

SERIAL NO. JAZ133463

Caseih

Tractor

MX210

Dear Customer,

Thank you for financing with CNH Capital America LLC. Your account is paid in full.

At CNH Capital America LLC, our goal is to make equipment ownership or leasing as easy and convenient as possible. The next time you are considering the acquisition of equipment, see your dealer about the flexible financing and leasing plans available through CNH Capital America LLC.

Your business is appreciated, and we hope to be able to serve you again. If you have any questions, please feel free to write us at the address below, or phone us during normal business hours.

Thank you CNH Capital America LLC

0919/01130

EXHIBIT 4

CNH Capital America LLC

RETAIL INSTALLMENT SALE CONTRACT AND **SECURITY AGREEMENT (Fixed Rate)**

Dealer No.	22627	
Credit App	lication No. 98040-A	
CLEGIT WAS	Ilcation No.	

		LOUISIAM	Α					
"Buyer(s)": Legal Name(s), Street Address, City, State, Zip Code WILMOT FARMING VENTURES, LLC 3070 HWY 52 EAST WILMOT, AR 71676		If So, State of P	Individual/Sole Proprietorship If So, State of Principal Residence:		"Seller": (Dealer's Legal Name and Address) SCOTT TRACTOR CO.,L.L.C. P. O. BOX 30 2310 EAST MADISON			
WILMOT, ART 1010		If So, State of C	General Parinership If So, State of Chief Executive Office:		BASTROP., LA 71220 Morehouse County SEP 1 9 2005			
County/Parisi	Ashley	Corporatio]	SEP 1	9 7003		
Social Securi	ity No. 72-1449749	Omenization II	Which Formed; AR O No.: CP00055547			the following goods (the		
The unders	ligned Buyer (if more than one, collectively ca ") at the Time Sale Price and upon the terms se	iled "Buyer") hereb t forth herein:	y purchases from S	eller and Seller herel	y sells to Bu	lyer the following goods (the		
NEW*	"EQUIPMENT" (Make and Type)	MODEL	SERIAL	NUMBER	HOURS	"CASH SALE PRICE"		
N	Case IH Tractor	MX210	JAZ133463			103,100.00		
		เพราะเรียวสากสุริย ใหญ่และผู้สำนักสำ	alejakistoonaasisteetti	MM paraleury (Ring to A	TOWARD CO.		
			I "					

The above E	 quipment is purchesed for □commercial/busin monstrator for which the manufacturer will supp actured in a year prior to the year of purchese.	ess use 🗹 agricultural use. • ity all or a portion of a new o	New Equipment is equipment warrant	unused equipment, a rec y; this Equipment may h	ntal ave TOTAL	103,100.00
MAKE	"TRADE-IN EQUIPMENT" TYPE MODEL	SERIAL NUMBER	HOURS	GROSS ALLOWANCE (In Dollars)	SECURED DEBT DUE (in Dollars)	NET TRADE-IN ALLOWANCE (In Dollars) 381.00
Case IH	Tractor MXM190	ACM206559		00.000,08	79,619.00	381.00

NO WARRANTY. The Equipment is sold AS IS except for any applicable manufacturer's express, written warranty. If any manufacturer's express warranty applies to the Equipment, such warranty is restricted to the manufacturer's written, limited warranty provided separately to Buyer. Seller and manufacturer make no other representation or warranty, express or implied, and specifically exclude the implied warranties of merchantability and fitness for particular purpose. Neither Seller nor manufacturer will be liable for incidental or consequential damages resulting from a breach of the express warranty or any implied warranty imposed by law.*

*Some states do not allow these limitations and exclusions, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable state law.

PREPAYMENTS. Buyer may make a partial prepayment of the unpaid principal balance of this contract at any time, but any partial prepayment will not change or defer Buyer's next scheduled payments. If Buyer prepays the full unpaid principal balance on construction equipment for commercial/business use, Buyer shall pay a prepayment fee of up to \$150.

LATE CHARGES/DEFAULT RATE/RETURNED CHECKS. Buyer shall pay a late charge on each payment more than 10 days past due in an amount equal to five percent (5%) of the delinquent payment. Buyer shall pay interest on the unpaid principal balance of this Contract after maturity (by acceleration or otherwise) at the rate of 18% per annum until this contract is paid in full. If a check is returned for any reason, Seller/Assignee may charge Buyer a Returned Check Processing Fee in an amount equal to five percent (5%) of the dishonored check, or \$25, whichever is greater.

EXTENSIONS AND REFINANCING. If Seller or Assignee extends, defers or refinances any payments due under this Contract, Seller/Assignee may, at its option, increase the interest rate (APR) over the period of extension.

SECURITY INTEREST AND COLLATERAL. Buyer hereby grants to Seller a security interest in the Equipment, and in all improvements, parts and accessories belonging to the Equipment, and all substitutions, replacements, products, proceeds (such as insurance proceeds) and all accessions related to the Equipment (the Equipment and such items are collectively referred to herein as the "Collateral"), to secure payment and performance of all existing and future obligations of Buyer under this contract (the "Contract") or any other contract between Buyer and Seller, between Buyer and Assignee or any affiliate of Assignee (the "Obligations"). Loss of or damage to the Equipment shall not release Buyer from any of the obligations.

Upon request, Buyer shall take any action reasonably deemed necessary by Seller to protect and enforce Seller's interest in the Collateral or rights under this Contract. Seller is authorized to examine the Collateral wherever located at any reasonable time or times. Buyer authorizes Seller to insert in this Contract, or amend any financing statement or title registration documentation to reflect, the serial and/or model numbers of the Equipment if unknown at the time this Contract is executed and to correct any errors in such numbers or any other errors in the description of the Equipment.

BUYER REPRESENTS THAT THE EQUIPMENT IS NOT BEING PURCHASED FOR FAMILY, HOUSEHOLD OR PERSONAL USE.

NOTICE TO THE BUYER:

- DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE ADDITIONAL PAGES, EVEN IF OTHERWISE ADVISED.
- 2. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- 3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY CONTRACT YOU SIGN.

ADDITIONAL PROVISIONS CONCERNING RIGHTS AND DUTIES OF THE PARTIES ON THE ADDITIONAL PAGES OF THIS CONTRACT ARE A PART OF THIS CONTRACT. THE FIRST PAGE MUST BE SIGNED, AND ALL OTHER PAGES INITIALED BY THE BUYER(S).

I agree to the foregoing. I have received and examined the Equipment, which is in good operating order and condition and is as described. I acknowledge receipt of a copy of this Contract. I agree to purchase the Equipment described above on

the terms of t	his Contract.	
x les	Grey W. morris	
Buyer Buyers	Tepresentalive	
08-30-2004	WILMOT FARMING VENTURES, LLC	_
Dale	Print Name	
X		
Buyer/Buyer's	Répresentative	
Date	Print Name	_
v //	THE NAME OF THE PARTY OF THE PA	
Seller's Rep	asentative	
///		
<u>-08-30-2904</u>	SCOTT TRACTOR CO.,L.L.C.	_
Data	Print Name	

Original

Page 1 of 5

Dealer No. 2	2627			
Credit Applic	ation No.	98040-A		
Buver Name	WILMOT	FARMING	VENTURES,	LLC

STATEMENT OF TRANSACTION	Buyer agrees to pay Seller and its assigns the Amount Financed plus Interest Finance Charges at the APR rate until this contract is paid in full, in accordance with the following schedule:
1. Cash Sale Price 1. \$ 103,100.00 2. Cash Down Payment \$ 14,619.00	NO. OF PERIOD OF AMOUNT OF BEGINNING PAYMENTS PAYMENTS EACH PAYMENT MM/DD/YYYY
Net Trade-in Allowance \$ 381.00	1 6 Month \$ 15,000.00 03/01/2005
Manufacturer's Rebate \$N/A	4 12 Month \$ 22,326.79 03/01/2006
Total Down Payment 2. \$15,000,00	7 12 William #
3. Unpaid Balance of Cash Sale Price (1 minus 2) 3.\$ 88,100.00	5
4. Other Charges	\$
(a) Toyon (Not in Cash Price) S	\$
(b) Hearse Title and Official Fees \$	\$
(c) UCC Filing Service Fee \$	\$
(d) Administrative Fee \$ 50.00	 5
(e) Physical Damage Insurance	S CANADA
(f) Credit Life Insurance \$ N/A	\$
/n) Credit Achident & Health Insurance s N/A	\$
/h) Liability Incurrance \$ N/A	\$
(3) Manufacturer's Extended Warranty Plan S N/A	\$
(i) Extended Service Protection Plan \$N/A	\$
(k) (Other) \$ N/A	\$
Total Other Charges 4. \$	\$
5. Amount Financed (3+4) 5.\$ 88,178.50	
6. Interest Finance Charges 6. \$ 16,128.60	_
7 Total of Payments (5±6) 7.\$ 104,307.10	
8. Total Sales Price (1+4+6) 8. \$ 119,307.10	
The amount financed hereof shall bear Interest Finance Charges computed at a pe	
annum rate (the "APR") equal to 6.70 % (this is a FIXED RATE contract).	
10. Date APR hening accraing: 08-30-2004	- 79,619.00
Mo. Day Yr.	The total "Secured Dept Dae is \$
	The secured debt on the Trade-in Equipment is owed to:
	Agri Credit Acot. No. 301-0000545-000
	Lender Name
	P O BOX 2000Phone No., 800-873-2474
	Lender Address
	JOHNSTON, IA 50131-0020
	Lender City State Zip
	Editor on,
	Payoff Good Through: 09-15-2004
	If checked, Seller represents that the above debt has been paid.
	Buyer hereby conveys to Seller all right, title and interest in the Trade-in Equipment free and clear of all encumbrances except as noted above.
GUARANTY:	and professions and extensions thereof including profit
The undersigned guarantees the prompt performance or Buyers Obligation navment of all sums when due. The undersigned shall, immediately upon den	s under the Contract, and all modifications and extensions thereof, including promi and, pay any sum due under the Contract and all modifications and extensions thereo
without setoff. The undersigned hereby walves notice of any modifications, ar	rendments, or extensions of the Contract, and of Buyers nonperformance of bleach to
the Contract. The payment obligations under this Guaranty are the direct, successors and assigns, and not merely a quaranty of collection. Capitalized t	s under the Contract, and all modifications and extensions intered, including brains and, pay any sum due under the Contract and all modifications and extensions thereo tendments, or extensions of the Contract, and of Buyer's nonperformance or breach or primary, and continuing obligations of the undersigned and the undersigned's hein time used in this Guaranty have the same meaning given to them in the Contract.
Shoopsoon and assigned and the same of the	
Oursenber Claresture:	Address:
Guarantor Signature:	
Print Name:	
Print Name:	City, State, Zip:

21044C Rev. 05/02 Previous editions may not be used.

2.

CASE CREDIT

Dealer No. 22627	
a W. Suntingtion No.	98040-A
Cledit Abbitcation No.	FARMING VENTURES, LLC
Buyer Name WILMOI	FARMING VENTURES, LLO

ADDITIONAL PROVISIONS

Assignment. Seller will assign this Contract to Case Credit Corporation ("Assignee"). Buyer acknowledges that Seller has the right to assign this Contract, that all rights and benefits but no obligations (if any) of Seller under this Contract may be exercised by Assignee and that no obligations (if any) of Seller pass to Assignee. Upon receipt of notice from Assignee with instructions for payment, Buyer shall make all payments due under this Contract directly to Assignee. This Contract shall be binding on and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors or assigns; provided, however, that Buyer may not assign its obligations under this Contract to any person without Assignee's prior written consent.

Notification of Change in Residence, Principal Office, or Organizational Form. If Buyer changes (a) its state of principal residence, or (b) the state in which its chief executive office is located, or (c) the state in which its corporation, limited liability company or limited partnership is organized, or (d) its form of which its chief executive office is located, or (c) the state in which its corporation, limited liability company or limited partnership is organized, or (d) its form of which its chief executive office is located, or (c) the state in which its corporation, limited liability company or limited partnership is organized, or (d) its form of which its chief executive office is located, or (c) the state in which its corporation, limited liability company or limited partnership is organized.

- Such change.

 Waiver of Defenses Against Assignee; Indemnification. Buyer will not assert against Assignee any claim or defense which Buyer may have against Seller or the manufacturer of the Equipment. Buyer agrees that its obligation to remit payments will not be subject to, and it will not make any claim against Assignee for the Equipment and that its obligation to pay Assignee all amounts under this Contract is absolute and unconditional without abatement, reduction, set-off, counterclaim or interruption for any reasons whatsoever, notwithstanding any breach or alleged absolute and unconditional without abatement, reduction, set-off, counterclaim or interruption for any reasons whatsoever, notwithstanding any breach or alleged absolute and unconditional without abatement, reduction, set-off, counterclaim or interruption for any reasons whatsoever, notwithstanding any breach or alleged absolute and unconditional without abatement, reduction, set-off, counterclaim or interruption for any reasons whatsoever, notwithstanding any breach or alleged absolute and unconditional without abatement, reduction, with respect to the Equipment or any dispute which now or hereafter arises between Buyer and Seller or any prepresentation, warranty or condition with respect to the Equipment or on degeneration of the Equipment or any degeneration of the Equipment or any part thereof, and from and against any and all loss, damages, injuries, claims, demands, costs and expenses of any kind and nature, arising out of or connected with the use, condition (including without limitation, all defects whether or not discoverable by Buyer, Seller, or Assignee) or expense related to this Contract or the Equipment of which Buyer has notice.
- Buyer's Covenants. Buyer shall (i) keep the Equipment in the county/parish of Buyer's address set forth on page 1 of this Contract and not remove the Equipment from such address, except temporarily in connection with its ordinary use, unless Assignee consents in writing; (ii) maintain the Equipment in good condition and repair and not permit its value to be impaired; (iii) keep the Collateral free of all liens, encumbrances and security interests of persons other than condition and repair and not permit its value to be impaired; (iii) keep the Collateral free of all liens, encumbrances and security interests of persons other than Assignee; (v) pay and discharge when due all taxes, fees, Assignee; (v) defend the Collateral gasinst all cialms and legal proceedings by persons other than Assignee; (v) pay and discharge when due all taxes, fees, levies and other charges upon the Collateral; (vi) pay when due all taxes arising from the purchase of the Equipment under this Contract, excluding any taxes levies and other charges upon the Collateral; (vi) pay when due all taxes arising from the purchase of the Equipment will be used solely within the intended uses upon Seller's net income; (vii) use Equipment solely in the conduct of Buyer's business; (viii) ensure Equipment will be used solely within the intended uses of the manufacturer during the term of this Contract; (ix) not sell, lease or otherwise dispose of the Equipment nor permit the Equipment to be used in violation of any law, regulation or policy of insurance; and (xi) strictly follow the terms of Provision 1 of this Contract represents and warrants that he or she has the requisite source and substitute and substitute

Each individual executing this Contract represents and warrants that he or she has the requisite power and authority to enter into this Contract and execute all Each individual executing this Contract represents and consummate the transactions contemplated under this Contract and related documents and that the execution related documents, to perform its obligations and consummate the transactions contemplated under this Contract have been duly authorized by the Buyer, and delivery of this Contract and all related documents and the consummation of the transactions under this Contract have been duly authorized by the Buyer.

Insurance. Buyer shall keep the Equipment and Seller's and Assignee's interest in it Insured against fire, theft, physical damage and other hazards under policies listing Assignee as loss payee or as an additional insured, with such provisions, for such amounts (but not less than the principal balance outstanding under this Contract) and by such insurers as shall be satisfactory to Assignee from time and time, and shall furnish to Assignee evidence of such insurance satisfactory to Assignee. Such insurance shall provide at least 30 days written notice of cancellation, lapse or expiration to Assignee. Buyer assigns (and directs satisfactory to Assignee. Buyer's Interest in the proceeds of all such insurance and any premium refund and Assignee may, at its option, apply such any insurer to pay) to Assignee Buyer's Interest in the proceeds of all such insurance and any premium refund and Assignee may, at its option, apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to repair or restore the Equipment, returning any excess to Buyer. Buyer must make all payments due under this Contract whether or not the Equipment is insured or underinsured. Assignee is authorized, in the name of Buyer or otherwise, to make, adjust and/or settle claims under any insurance on the Equipment, requests and authorized. Seller is proposite.

If Buyer purchased physical damage insurance that is financed under this Contract, Buyer hereby requests and authorizes Seller (provided defler is properly: licensed to do so) or Seller's designee; (a) to arrange physical damage insurance for the benefit of Seller and Buyer that covers physical damage to the Equipment, (b) to replace or otherwise modify such insurance as Seller deems appropriate and (c) to be Buyer's attorney-in-fact to make claim for, receive payment of and execute and endorse and negotiate all documents, checks or drafts received in payment of loss or damage under the insurance. This Contract includes and hereby incorporates by reference any insurance and Extended Service Plan Addendum signed in connection with this Contract.

INCIDIDES AND RELEASE BY REFERENCE ANY INSURANCE PURCHASED UNDER THE TERMS OF THIS CONTRACT COVERS ONLY LOSS OF STATEMENT TO BUYER: THE PHYSICAL DAMAGE INSURANCE PURCHASED UNDER THE TERMS OF THIS CONTRACT COVERS ONLY LOSS OF NOT INCLUDED AS PART OF THE PHYSICAL DAMAGE INSURANCE, BUYER UNDERSTANDS THAT IF INSURANCE IS FINANCED UNDER THIS CONTRACT, PRE-PAYMENT OF BUYER'S OBLIGATIONS OR TERMINATION OF THIS CONTRACT MAY RESULT IN LOSS OF INSURANCE COVERAGE.

ALL LOUISANA MOTORISTS ARE REQUIRED BY LAW TO BE COVERED BY AN AUTOMOBILE INSURANCE POLICY WITH LEGALLY PRESCRIBED LIABILITY LIMITS. FAILURE TO OBTAIN LIABILITY INSURANCE IN LEGALLY PRESCRIBED AMOUNTS MAY RESULT IN PENALTIES, INCLUDING SUSPENSION OR REVOCATION OF DRIVING PRIVILEGES.

If Buyer purchased liability insurance that is financed under this Contract, Buyer hereby requests and authorizes Seller (provided Seller is authorized to do so) or Seller's designee to arrange for the liability insurance to be issued.

seller's designee to arrange for the liability insurance to be issued.

Modifications and Waivers. This Contract sets forth the entire understanding between Seller/Assignee and Buyer. No modification, amendment or extension of Modifications and Waivers. This Contract sets forth the entire understanding between Seller/Assignee and Buyer. No modification, amendment or extension of this Contract shall be valid unless in writing and signed by the parties and a waiver of any default hereunder by this Contract and in our constitute a waiver of any other prior or subsequent default, except that Buyer authorizes Seller/Assignee to insert in this Contract the Seller/Assignee shall not constitute a waiver of any Equipment if this information is unknown when this Contract is executed or to correct any errors in such numbers or serial number of any Equipment if this Information is unknown when this Contract is executed or to correct any errors in such numbers or serial number of any default are represented. any other patent errors in the description of the Equipment.

Authority of Assignee to Perform for Buyer. If Buyer fails to perform any of Buyer's duties set forth in this Contract (including, specifically but without limitation, the purchase of insurance), Assignee may, at its option, in Buyer's name or otherwise, take any such action, including, without limitation, signing Buyer's name or paying any amount so required, and all costs and expenses incurred by Seller or Assignee in connection therewith shall form part of the Obligations and shall be payable by Buyer upon demand with interest from the date of payment by Seller or Assignee at the APR provided herein.

Default. Buyer shall be in default under this Contract if any of the following occurs:

- Buyer falls to pay when due any of the Obligations, or to perform any other obligation of Buyer in this Contract or in any renewal or refinancing of this Contract; (a)
- a Buyer dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency or liquidation proceedings, attempts to assign this Contract or attempts to remove, sell, transfer, further encumber, part with possession of or subjet any Equipment; any warranty or representation made by Buyer to Induce Seller to extend credit to Buyer, under this Contract or otherwise, is false in any material respect when made or Buyer falls to perform any covenant under this Contract;

(c)

Buyer falls to maintain applicable required insurance or falls to comply with the requirements of any such insurance; any other event occurs that causes Seller or Assignee, in good faith, to consider that payment or performance of the Obligations is impaired or that the Equipment is at risk; or (d) (e)

the Equipment is impounded or confiscated by any federal, state or local governmental authority. (f)

Buyer's Initials

Page 3 of 5

Cr. (,t,) 6--|

亚岛县/宝红/坦县

Dealer No. 22627	
Gradit Application No. 98040-A	
Credit Application No. 98040-A Buyer Name WILMOT FARMING VI	ENTURES, LL
RUAGL MAILLA	

Expenses. To the extent not prohibited by law, Buyer shall reimburse Seller or Assignee for any expense incurred by Seller or Assignee in protecting or enforcing their rights under this Contract, including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, transporting, holding, repairing, refurbishing, preparing for disposition and disposing of the Collateral, and all expenses and costs incurred in collecting the Obligations, and all such expenses shall form part of the Obligations.

Conflict with Law. Any provision of this Contract prohibited by applicable law shall be ineffective to the extent of the prohibition without invalidating the remaining portions of this Contract. The validity, construction and enforcement of this Contract are governed by the laws of the state in which the Seller is located. All terms not otherwise defined have the meanings assigned to them by the Uniform Commercial Code.

Authorization to Execute and File Financing Statements and Lien Documents. Buyer hereby authorizes Seller or Seller's designee to execute and file financing statements, and any motor vehicle title, registration and lien notification documentation, and any amendments thereto on behalf and in the name of Buyer to evidence Seller's security interest in the Collateral.

Interest Finance Charge Calculations. For Variable Rate Contracts only, the Prime Rate for any given calendar month shall be the rate designated as the "Prime Rate" as published in *The Wall Street Journal* on the 20th day of the prior calendar month (or on the next day published if not published on the 20th day). If "Prime Rate" as published in *The Wall Street Journal* ceases publication permanently or no longer publishes a "Prime Rate", the Prime Rate shall mean the prime loan rate of any federally Charges, have been calculated using the APR in effect at the commencement of this Contract. The final payment shall be recalculated to reflect increases/decreases in the Prime Rate during the remaining term. The Time Price Differential Page (ADP) shall never be less than 0%.

For all contracts, the Time Price Differential Rate (APR) shall be calculated for the actual number of days elapsed, using a daily rate determined by dividing the annual rate by 365, Buyer shall make all payments in lawful money of the United States of America.

- Remedies upon Default. Upon the occurrence of any event of default, and to the extent permitted by law, Seller/Assignee shall have all rights and remedies provided by the Uniform Commercial Code, and Seller/Assignee may, at its option: (i) declare all unpaid Obligations immediately due and payable without notice or demand, which includes, but is not limited to, a waiver of intent to accelerate and notice of acceleration; (ii) render the Equipment unusable; (iv) require Buyer to hearing, and, where permitted by law, Buyer expressly waives any right to notice or a prior hearing; (iii) render the Equipment unusable; (iv) require Buyer to assemble the Collateral and make it available to Seller/Assignee at any convenient place designated by Seller/Assignee; or (v) sell (including at wholesale) or otherwise dispose of the Collateral at public or private sale for cash or on credit terms, without notice unless required by law. If notice is required by law, ten (10) days' notice to Buyer shall be deemed reasonable notice. All rights and remedies may be exercised by Seller/Assignee either separately or in combination and any action taken by Seller/Assignee to recover payment from Buyer of the Obligations shall not limit Seller/Assignee may decide. If there is a Seller/Assignee may apply all proceeds of realization of the Collateral to such part or parts of the Obligations as Seller/Assignee may decide. If there is a Seller/Assignee may apply all proceeds of realization of the Collateral to such part or parts of the Obligations as Seller/Assignee may decide. If there is a Seller/Assignee may apply all proceeds of realization of the Collateral to such part or parts of the Obligations of dishonor, presentment and demand of this Contract.
- Louisiana Default Remedies. In addition to the general default remedies available to Seller/Assignee as provided above, Seller/Assignee shall have the following Louisiana specific default remedies: Following the occurrence of an event of default and following Seller/Assignee's election to accelerate payment of the Obligations, Seller/Assignee may foreclose under this Contract and cause the Collateral to be immediately seized and sold under ordinary or executory the Obligations, Seller/Assignee may foreclose under this Contract and cause the Collateral to be immediately seized and sold under ordinary or executory process, with or without appraisal, in accordance with applicable Louisiana law, whether in term of court or vacation, without the necessity of further demanding process, with or without appraisal, in accordance with applicable Louisiana law, whether in term of court or vacation, without appraisal, in accordance with applicable Louisiana executory process procedures, Buyer payment from Buyer or notifying Buyer or placing Buyer in default. For purposes of foreclosure under Louisiana executory process procedures, Buyer and all applicable law, growing Buyer or placing Buyer in default. For purposes of foreclosure under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (a) the benefit of appraisal approvided under Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure; (b) the three (c) days' delay provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure is provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; (c) the notice of seizure is provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (e) all other provisions provided under Article 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (e) all other provisions provided under Article 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (e) all other provisions provided under Ar

Automatic Payment Plan Enrollment Form The undersigned authorizes Case Credit Corporation of identified below by any means agreed upon by Case C contracts or leases. The undersigned further authorize authorizations by providing Case Credit written notice, be authorization at any time by written notice.	rany assignee ("Case Credit") to it redit and the bank, or to withdraw it is the bank to take all actions nec- ut any such cancellation will becom-	nitiate withdrawals by electronic fund essary to effect s e effective five day		
authorization at any time by written notice. Customer Name (as it appears on the payment notices) Address 3070 HWY 52 EAST	City WILMOT		State AR	Zip 71676
Address 30/0 NV1 32 LAS1				
Customer's Bank Name			State	Zip
Bank Address	City			
Customer Account Number i prefer to use my checking account. I have enclosed Routing # I prefer to use my savings account. I have confirmed Routing #	d a volded check. I with my bank the routing number	Account #		
Be sure to date and sign this form.	•			
Date 08-30-2004		Signature	WILMOT FARMING VENTURES, I	
Date		. Signature		
Ma				

21044C Rev. 05/02 Previous editions may not be used.

Ruyer's Initials

Page 4 of 5

2310 EAST MADISON • P. O. BOX 30 • BASTROP, LOUISIANA 71220 • PHONE (318) 281-2781 • FAX (318) 281-2784

AUGUST 30, 2004

WILMOT FARMING VENTURES 3070 HWY 52 EAST WILMOT, AR 71676

YOU HAVE TAKEN DELIVERY ON 1 CASE IH MX210 TRACTOR

SN# JAZ133463

THE TERMS OF OUR AGREEMENT ARE FOR 12 MONTHS. AFTER REACHING THIS 12 MONTH TERM YOU HAVE THE OPTION OF RETURNING THIS TRACTOR TO US OR YOU MAY CONTINUE WITH THE TERMS OF THE LEASE/CONTRACT.

SCOTT TRACTOR COMPANY BASTROP

LARRY WILLIAMS

CNH Capital

10-11-05

ARKLA FLYERS, INC. P O Box 893 Mer Rouge, LA 71261

Account Number: 0049010144 22627001

The following is the equipment on your contract:

MAKE Caseih TYPE

MODEL MX210 SERIAL NO. JAZ133456

Case III

Tractor

Dear Customer,

Thank you for financing with CNH Capital America LLC. Your account is paid in full.

At CNH Capital America LLC, our goal is to make equipment ownership or leasing as easy and convenient as possible. The next time you are considering the acquisition of equipment, see your dealer about the flexible financing and leasing plans available through CNH Capital America LLC.

Your business is appreciated, and we hope to be able to serve you again. If you have any questions, please feel free to write us at the address below, or phone us during normal business hours.

Thank you CNH Capital America LLC

0919/01130

CNH Capital America LLC

Exhibit 5

RETAIL INSTALLMENT SALE CONTRACT AND Case Credit

SECURITY AGREEMENT (Fixed Rate) LOUISIANA

Dealer No. 22627	
Credit Application No.	98039-A
Clean Abbucation No.	

		LOUISIANA	\			J\	
ARKLA FLY 8216 MER F	al Name(s), Street Address, City, State, Zip Code ERS, INC. ROUGE-COLLINSTON RD. E., LA 71261	individual/So If So, State of Pr Residence: General Par If So, State of Cl Executive Office	incipal SC incipal P. Inership M	iler": (Dealer's Legal COTT TRACTOR (O. BOX 30 310 EAST MADISC ASTROP., LA 712 lorehouse County	CO.,L.L.C. DN 20	PAI	D 2005
Social Securit	Morehouse y No. 72-1035717 gned Buyer (If more than one, collectively of a the Time Sale Price and upon the terms s	Organization ID	hich Formed: LA	and Seller hereby	sells to Bu	uyer the follow	ving goods (the
"Equipment") at the Time Sale Price and upon the terms of "EQUIPMENT"	MODEL	SERIAL NU	MBER	HOURS	"CASH S	ALE PRICE"

NEW*	"EQUIPMENT"	MODEL	SERIAL NUMBER	HOURS	"CASH SALE PRICE"
OR USED	(Make and Type)	10/0/5	JAZ133456		103,100.00
N	Case IH Tractor	MX210	JAZ133430	 	
		domination and the	Service with the control of the service of the serv	340 15 P 15 P	Acit 78 and and offer
	· · · · · · · · · · · · · · · · · · ·	是不是的特別的。在1955年	A STATE OF THE PARTY OF THE PAR	 	
				 	
		<u> </u>	<u> </u>	!	
The above I	Equipment iş purçhased for □ commercial/business	use 🔀 agricultural use	e. "New Equipment is unused equipment, a rer y equipment warranty: this Equipment may he	ital ive	103 100 00

the above Equipment is purchased for Liconimercial/pusiness use & agricultural use. New Equipment is unused equipment, a rental unit or a demonstrator for which the manufacturer will supply all or a portion of a new equipment warranty; this Equipment may have been menufactured in a year prior to the year of purchase.

103,100.00 TOTAL

"TRADE-IN EQUIPMENT" TYPE MODEL		SERIAL NUMBER	HOURS	GROSS ALLOWANCE (in Dollars)	SECURED DEBT DUE (In Dollars)	NET TRADE-IN ALLOWANCE (In Dollars)	
MAKE	TYPE Tractor	MXM190	ACM206209		80,000,08	78,010.00	1,990.00
Gast III							
Windle papulacturer's everess written warranty. If any manufacturer's					ufacturer's express		

NO WARRANTY. The Equipment is sold AS IS except for any applicable manufacturer's express, written warranty. If any manufacturer's express warranty applies to the Equipment, such warranty is restricted to the manufacturer written, limited warranty provided separately to Buyer. Seller and manufacturer make no other representation or warranty, express or implied, and specifically exclude the implied warranties of merchantability and fitness for particular purpose. Neither Seller nor manufacturer will be liable for incidental or consequential damages resulting from a breach of the express warranty or any implied warranty imposed by law.*

*Some states do not allow these limitations and exclusions, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable state law.

PREPAYMENTS. Buyer may make a partial prepayment of the unpaid principal balance of this contract at any time, but any partial prepayment will not change or defer Buyer's next scheduled payments. If Buyer prepays the full unpaid principal balance on construction equipment for commercial/business use, Buyer shall pay a prepayment fee of up to \$150.

LATE CHARGES/DEFAULT RATE/RETURNED CHECKS. Buyer shall pay a late charge on each payment more than 10 days past due in an amount equal to five percent (5%) of the delinquent payment. Buyer shall pay interest on the unpaid principal balance of this Contract after maturity (by acceleration or otherwise) at the rate of 18% per annum until this contract is paid in full. If a check is returned for any reason, Seller/Assignee may charge Buyer a Returned Check Processing Fee in an amount equal to five percent (5%) of the dishonored check, or \$25, whichever is greater.

EXTENSIONS AND REFINANCING. If Seller or Assignee extends, defers or refinances any payments due under this Contract, Seller/Assignee may, at its option, increase the interest rate (APR) over the period of extension.

SECURITY INTEREST AND COLLATERAL. Buyer hereby grants to Seller a security interest in the Equipment, and in all improvements, parts and accessories belonging to the Equipment, and all substitutions, replacements, products, proceeds (such as insurance proceeds) and all accessions related to the Equipment (the Equipment and such items are collectively referred to herein as the "Collateral"), to secure payment and performance of all existing and future obligations of Buyer under this contract (the "Contract") or any other contract between Buyer and Seller, between Buyer and Assignee or any affillate of Assignee (the "Obligations"). Loss of or damage to the Equipment shall not release Buyer from any of the obligations.

Upon request, Buyer shall take any action reasonably deemed necessary by Seller to protect and enforce Seller's interest in the Collateral or rights under this Contract. Seller is authorized to examine the Collateral wherever located at any reasonable time or times. Buyer authorizes Seller to insert in this Contract, or amend any financing statement or title registration documentation to reflect, the serial and/or model numbers of the Equipment if unknown at the time this Contract is executed and to correct any errors in such numbers or any other errors in the description of the Equipment.

BUYER REPRESENTS THAT THE EQUIPMENT IS NOT BEING PURCHASED FOR FAMILY, HOUSEHOLD OR PERSONAL USE.

NOTICE TO THE BUYER:

- DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE ADDITIONAL PAGES, EVEN IF OTHERWISE ADVISED.
- DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- 3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY CONTRACT YOU SIGN.

ADDITIONAL PROVISIONS CONCERNING RIGHTS AND DUTIES OF THE PARTIES ON THE ADDITIONAL PAGES OF THIS CONTRACT ARE A PART OF THIS CONTRACT. THE FIRST PAGE MUST BE SIGNED, AND ALL OTHER PAGES INITIALED BY THE BUYER(S).

I agree to the foregoing. I have received and examined the Equipment, which is in good operating order and condition and is as described. I acknowledge receipt of a copy of this Contract. I agree to purchase the Equipment described above on

a copy of and defined a
the terms of this Contract.
x lefter V. morris
Buyaribuyar's Representative
08-30-2004 ARKLA FLYERS, INC.
Date Print Name
Χ
Buyer/Buyer's Representative
Date Print Name
X
Seller's Representative
08-S9-2004 SCOTT TRACTOR CO.,L.L.C.
Date Print Name

Page 1 of <u>5</u>

Dealer No. 22627	
Credit Application No. 98039-A	
Buyer Name ARKLA FLYERS, INC.	

STATEMENT OF TRANS	ACTION	Buyer agrees to pay Finance Charges at t with the following sch	ne APK rate uni	ssigns the Amount F il this contract is paid	inanced plus Interest in full, in accordance
1. Cesh Sele Price	1, \$103,100.00		,		
2. Cash Down Payment \$	13,010.00	NO. OF	PERIOD OF PAYMENTS	AMOUNT OF EACH PAYMENT	BEGINNING MM/DD/YYYY
Net Trade-in Allowance \$	1,990.00	PAYMENTS	6 Month	75 000 00	03/01/2005
Manufacturer's Rebate \$	N/A	1		ΙΨ	03/01/2006
Total Down Payment	2,\$15,000.00	3	12 Month		
3. Unpaid Balance of Cash Sale Price (1 minus 2)	3, \$ 88,100.00	1	12 Month	\$ 22,391.61	03/01/2009
4. Other Charges		<u> </u>		\$	
(a) Texes (Not in Cash Price)	sN/A	<u> </u>		\$	
(b) License, Title and Official Fees	\$ 30.00			\$	
(c) UCC Filing Service Fee	\$12.50	<u> </u>		\$	
(d) Administrative Fee	s250.00			\$	
(e) Physical Damage Insurance	s N/A		1 (1990)	\$	
(f) Credit Life Insurance	\$	Maria de la Companya del Companya de la Companya de la Companya del Companya de la Companya de l		\$	
(p) Credit Accident & Health Insurance	sN/A			\$	
(h) Liability insurance	sN/A			\$	
(i) Manufacturer's Extended Warranty Plan	sN/A		<u> </u>	\$	<u> </u>
(j) Extended Service Protection Plan	s N/A			\$	
w .	s N/A	<u> </u>		\$	
(k) (Other) Total Other Charges	4.\$ 292.50			\$	
5. Amount Financed (3+4)	5. \$ 88,392.50	_		\$	
6. Interest Finance Charges	6. \$16,174.09	<u> </u>		\$	
7. Total of Payments (5+6)	7.\$ 104,566.59			\$	
8. Total Sales Price (1+4+6)	8, \$ 119,566.59	_\		\$	
g. The amount financed hereof shall bear interes	I Finance Charges computed at a per	. l	<u> </u>	\$	l
annum rate (the "APR") equal to6.70 %	(this is a FIXED RATE contract). 08-30-2004				
10. Date APR begins accruing:	Mo. Day Yr.	The total "Secured Debt Due" is \$ 78,010.00			
		The secured debt on			
		1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
		Agri Credit	·····	Acct. !	No. 301-0000485-000
		Lender Name			
		P O BOX 2000		Phone	No. 800-873-2474
		Lender Address			
		JOHNSTON,		IA	50131-0020
		Lender City	-	State	Zip
	Section 18 Section - Section of Section Sections and Committee of the Committee Section Sectin Section Section Section Section Section Section Section Section	Bayoff,GoodaThrough	09-15-2004	att fatter for a second of the latter of the second	the section is the section of the se
And the second s	The state of the s	☐ If checked, Selle	r represents that th	n a above dabi has baan j	
GUARANTY:					e r had o
The undersigned guarantees the prompt per payment of all sums when due. The undersig without setoff, The undersigned hereby waive the Contract. The payment obligations unde successors and assigns, and not merely a gu	formance of Buyer's Obligations ned shall, immediately upon dema is notice of any modifications, and ir this Guaranty are the direct, p aranty of collection. Capitalized tel	under the Contract, a and, pay any sum due u endments, or extension orimary, and continuing rms used in this Guarar	nd all modification of the Contract of the Contract obligations of the Same	ons and extensions to it and all modifications it, and of Buyer's nonp he undersigned and to meaning given to the	iereot, including promp and extensions thereot erformance or breach o the undersigned's heirs m in the Contract.
Guarantor Signature:		Address:			
			-1		
Print Name:		City, State,	۷۱p:		· · · · · · · · · · · · · · · · · · ·

21044C Rev. 05/02 Previous editions may not be used.

Dealer No.	22627	
Credit Anni	lication No. 98039-A	
Ruver Nam	e ARKLA FLYERS, INC.	

ADDITIONAL PROVISIONS

- Assignment, Seller will assign this Contract to Case Credit Corporation ("Assignee"). Buyer acknowledges that Seller has the right to assign this Contract, that all rights and benefits but no obligations (if any) of Seller under this Contract may be exercised by Assignee and that no obligations (if any) of Seller pass to Assignee. Upon receipt of notice from Assignee with instructions for payment, Buyer shall make all payments due under this Contract directly to Assignee. This Contract shall be binding on and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors or assigns; provided, however, that Buyer may not assign its obligations under this Contract to any person without Assignee's prior written consent.
- Notification of Change in Residence, Principal Office, or Organizational Form. If Buyer changes (a) its state of principal residence, or (b) the state in which its chief executive office is located, or (c) the state in which its corporation, limited liability company or limited partnership is organized, or (d) its form of organization (such as from an individual to a corporation), Buyer will promptly notify Seller/Assignee in writing, but in no event more than thirty days after any such change.
- Such change.

 Waiver of Defenses Against Assignee; Indemnification. Buyer will not assert against Assignee any claim or defense which Buyer may have against Seller or the manufacturer of the Equipment. Buyer agrees that its obligation to remit payments will not be subject to, and it will not make any claim against Assignee for breach of any representation, warranty or condition with respect to the Equipment and that its obligation to pay Assignee all amounts under this Contract is absolute and unconditional without abatement, reduction, set-off, counterolaim or interruption for any reason whatsoever, notwithstanding any breach or alleged breach of any representation, warranty or condition with respect to the Equipment or any dispute which now or hereafter arises between Buyer and Seller or any other person. Buyer shall indemnify and hold harmless Seller, Assignee and their officers, directors, employees and agents from and against any damage, loss, theft or destruction of the Equipment or any part thereof, and from and against any and all loss, damages, injuries, claims, demands, costs and expenses (including without limitation reasonable attorneys' fees and expenses) of any kind and nature, arising out of or connected with the use, condition (including without limitation, all defects whether or not discoverable by Buyer, Seller or Assignee) or operation of the Equipment or any part thereof. Buyer shall promptly and cost or expense related to this Contract or the Equipment of which Buyer has notice.
- Buyer's Covenants. Buyer shall (i) keep the Equipment in the county/parish of Buyer's address set forth on page 1 of this Contract and not remove the Equipment from such address, except temporarily in connection with its ordinary use, unless Assignee consents in writing; (ii) maintain the Equipment in good condition and repair and not permit its value to be impaired; (iii) keep the Collateral free of all liens, encumbrances and security interests of persons other than Assignee; (iv) defend the Collateral against all claims and legal proceedings by persons other than Assignee; (v) pay and discharge when due all taxes, fees, levies and other charges upon the Collateral; (vi) pay when due all taxes arising from the purchase of the Equipment under this Contract, excluding any taxes based upon Seller's net income; (vii) use Equipment solely in the conduct of Buyer's business; (viii) ensure Equipment will be used solely within the intended uses of the manufacturer during the term of this Contract; (ix) not sell, lease or otherwise dispose of the Equipment nor permit the Equipment to become an accession to other goods or a fixture; (x) not permit the Equipment to be used in violation of any law, regulation or policy of Insurance; and (xi) strictly follow the terms of Provision 1 of this Contract.

Each individual executing this Contract represents and warrants that he or she has the requisite power and authority to enter into this Contract and execute all related documents, to perform its obligations and consummate the transactions contemplated under this Contract and related documents and that the execution and delivery of this Contract and all related documents and the consummation of the transactions under this Contract have been duly authorized by the Buyer.

Insurance. Buyer shall keep the Equipment and Seller's and Assignee's Interest in It insured against fire, theft, physical damage and other hazards under policies listing Assignee as loss payee or as an additional insured, with such provisions, for such amounts (but not less than the principal balance outstanding under this Contract) and by such insurers as shall be satisfactory to Assignee from time and time, and shall furnish to Assignee evidence of such insurance satisfactory to Assignee. Such insurance shall provide at least 30 days written notice of cancellation, lapse or expiration to Assignee. Buyer assigns (and directs any Insurer to pay) to Assignee Buyer's interest in the proceeds of all such insurance and any premium refund and Assignee may, at its option, apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to repair or restore the Equipment, returning any excess to Buyer. Buyer must make all payments due under this Contract whether or not the Equipment is insured or underinsured. Assignee is authorized, in the name of Buyer or otherwise, to make, adjust and/or settle claims under any insurance on the Equipment, or cancel the same after the occurrence of an event of default.

If Buyer purchased physical damage insurance that is financed under this Contract, Buyer hereby requests and authorizes Seller (provided Seller is properly licensed to do so) or Seller's designee; (a) to arrange physical damage insurance for the benefit of Seller and Buyer that covers physical damage to the Equipment, (b) to replace or otherwise modify such insurance as Seller deems appropriate and (c) to be Buyer's attorney-in-fact to make claim for, receive payment of and execute and endorse and negotiate all documents, checks or drafts received in payment of loss or damage under the insurance. This Contract includes and hereby incorporates by reference any insurance and Extended Service Plan Addendum signed in connection with this Contract.

STATEMENT TO BUYER: THE PHYSICAL DAMAGE INSURANCE PURCHASED UNDER THE TERMS OF THIS CONTRACT COVERS ONLY LOSS OF OR DAMAGE TO THE EQUIPMENT. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED AS PART OF THE PHYSICAL DAMAGE INSURANCE, BUYER UNDERSTANDS THAT IF INSURANCE IS FINANCED UNDER THIS CONTRACT, PRE-PAYMENT OF BUYER'S OBLIGATIONS OR TERMINATION OF THIS CONTRACT MAY RESULT IN LOSS OF INSURANCE COVERAGE.

ALL LOUISANA MOTORISTS ARE REQUIRED BY LAW TO BE COVERED BY AN AUTOMOBILE INSURANCE POLICY WITH LEGALLY PRESCRIBED LIABILITY LIMITS. FAILURE TO OBTAIN LIABILITY INSURANCE IN LEGALLY PRESCRIBED AMOUNTS MAY RESULT IN PENALTIES, INCLUDING SUSPENSION OR REVOCATION OF DRIVING PRIVLEGES.

If Buyer purchased liability insurance that is financed under this Contract, Buyer hereby requests and authorizes Seller (provided Seller is authorized to do so) or Seller's designee to arrange for the liability insurance to be issued.

- Modifications and Waivers. This Contract sets forth the entire understanding between Seller/Assignee and Buyer. No modification, amendment or extension of this Contract and no waiver of any provision of this Contract shall be valid unless in writing and signed by the parties and a waiver of any default hereunder by Seller/Assignee shall not constitute a waiver of any other prior or subsequent default, except that Buyer authorizes Seller/Assignee to insert in this Contract the serial number and/or model number of any Equipment If this information is unknown when this Contract is executed or to correct any errors in such numbers or any other patent errors in the description of the Equipment.
- Authority of Assignee to Perform for Buyer. If Buyer falls to perform any of Buyer's duties set forth in this Contract (including, specifically but without limitation, the purchase of insurance), Assignee may, at its option, in Buyer's name or otherwise, take any such action, including, without limitation, signing Buyer's name or paying any amount so required, and all costs and expenses incurred by Seller or Assignee in connection therewith shall form part of the Obligations and shall be payable by Buyer upon demand with interest from the date of payment by Seller or Assignee at the APR provided herein.
- Default. Buyer shall be in default under this Contract if any of the following occurs:
 - Buyer falls to pay when due any of the Obligations, or to perform any other obligation of Buyer in this Contract or in any renewal or refinancing of this (a)
 - (b)
 - a Buyer dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency or liquidation proceedings, attempts to assign this Contract or attempts to remove, sell, transfer, further encumber, part with possession of or subjet any Equipment; any warranty or representation made by Buyer to induce Seller to extend credit to Buyer, under this Contract or otherwise, is false in any material respect when made or Buyer fails to perform any covenant under this Contract; (c)
 - Buyer fails to maintain applicable required insurance or fails to comply with the requirements of any such insurance; (d)
 - any other event occurs that causes Seller or Assignee, in good faith, to consider that payment or performance of the Obligations is impaired or that the Equipment is at risk; or (e)

CASE CREDIT COPY

the Equipment is impounded or confiscated by any federal, state or local governmental authority. (f)



586585 5

188731794

Dealer No. 22627	
Credit Application No. 98039-A	
Buyer Name ARKLA FLYERS, INC.	
Buyer Name	

- Expenses. To the extent not prohibited by law, Buyer shall reimburse Seller or Assignee for any expense incurred by Seller or Assignee in protecting or enforcing their rights under this Contract, including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, transporting, holding, repairing, refurblishing, preparing for disposition and disposing of the Collateral, and all expenses and costs incurred in collecting the Obligations, and all such expenses shall form part of the Obligations.
- Conflict with Law. Any provision of this Contract prohibited by applicable law shall be ineffective to the extent of the prohibition without invalidating the remaining portions of this Contract. The validity, construction and enforcement of this Contract are governed by the laws of the state in which the Seller is located. All terms not otherwise defined have the meanings assigned to them by the Uniform Commercial Code.
- Authorization to Execute and File Financing Statements and Lien Documents. Buyer hereby authorizes Seller or Seller's designee to execute and file financing statements, and any motor vehicle title, registration and lien notification documentation, and any amendments thereto on behalf and in the name of Buyer to evidence Seller's security interest in the Collateral.
- Interest Finance Charge Calculations. For Variable Rate Contracts only, the Prime Rate for any given calendar month shall be the rate designated as the "Prime Rate" as published in *The Wall Street Journal* on the 20th day). If "Prime Rate" as published in *The Wall Street Journal* on the 20th day). If "The Wall Street Journal ceases publication permanently or no longer publishes a "Prime Rate", the Prime Rate shall mean the prime loan rate of any federally chartered bank selected by Assignee. The payments, including interest Finance Charges, have been calculated using the APR in effect at the commencement of this Contract. The final payment shall be recalculated to reflect increases/decreases in the Prime Rate during the remaining term. The Time Price Differential Rate (APR) shall never be less than 0%.

For all contracts, the Time Price Differential Rate (APR) shall be calculated for the actual number of days elapsed, using a daily rate determined by dividing the annual rate by 365. Buyer shall make all payments in lawful money of the United States of America.

- Remedies upon Default. Upon the occurrence of any event of default, and to the extent permitted by law, Seller/Assignee shall have all rights and remedies provided by the Uniform Commercial Code, and Seller/Assignee may, at its option: (i) declare all unpaid Obligations immediately due and payable without notice or demand, which includes, but is not limited to, a waiver of intent to accelerate and notice of acceleration; (ii) take possession of the Collateral, without notice or hearing, and, where permitted by law, Buyer expressly waives any right to notice or a prior hearing; (iii) render the Equipment unusable; (iv) require Buyer to assemble the Collateral and make it available to Seller/Assignee at any convenient place designated by Seller/Assignee; or (v) sell (including at wholesale) or otherwise dispose of the Collateral at public or private sale for cash or on credit terms, without notice unless required by law. If notice is required by law, ten (10) days' notice to Buyer shall be deemed reasonable notice. All rights and remedies may be exercised by Seller/Assignee either separately or in combination and any action taken by Seller/Assignee to recover payment from Buyer of the Obligations shall not limit Seller/Assignee's rights with respect to the Collateral. Seller/Assignee may apply all proceeds of realization of the Collateral to such part or parts of the Obligations as Seller/Assignee may decide. If there is a deficiency, Buyer will pay the amount of the deficiency upon demand. To the extent permitted by law Buyer waives notice of dishonor, presentment and demand of this Contract.
- of this Contract.

 Louisiana Default Remedies. In addition to the general default remedies available to Seller/Assignee as provided above, Seller/Assignee shall have the following Louisiana specific default remedies: Following the occurrence of an event of default and following Seller/Assignee's election to accelerate payment of the Obligations, Seller/Assignee may foreclose under this Contract and cause the Collateral to be immediately seized and sold under ordinary or executory process, with or without appraisal, in accordance with applicable Louisiana law, whether in term of court or vacation, without the necessity of further demanding payment from Buyer or notifying Buyer or placing Buyer in default. For purposes of foreclosure under Louisiana executory process procedures, Buyer payment from Buyer or notifying Buyer or placing Buyer in default. For purposes of foreclosure under Louisiana executory process procedures, Buyer payment from Buyer or notifying Buyer or placing Buyer in default. For purposes of foreclosure under Louisiana executory process procedures, Buyer payment from Buyer or notifying Buyer or placing Buyer in default. For purposes of foreclosure under Louisiana executory process procedures, Buyer waives:

 (a) the benefit of appraisal as provided under Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure; (a) the benefit of appraisal as provided under Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure; (b) the notice of seizure is provided under Articles 2293 of the Louisiana Code of Civil Procedure; (c) the notice of seizure is provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; (d) the three (d) days' delay provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedur

Automatic Payment Plan Enformment Porm The undersigned authorizes Case Credit Corporation or identified below by any "means" agreed upon by Case Credit contracts or leases. The undersigned further authorizes authorizations by providing Case Credit written notice, but authorization at any time by written notice.	any such cancellation will become a	mecave ave de	's alter Case Credit 10001700 als insi-	
authorization at any time by written notices. Customer Name (as it appears on the payment notices) Address 8216 MER ROUGE-COLLINSTON RD.	City MER ROUGE,		State LA	Zip <u>71261</u>
Customer's Bank NameBank Address	City		State	Zip
Customer Account Number	volded check. With my bank the routing number a	Account#		
Date 08-30-2004		Signature	ARKLA FLYERS, INC.	
Date		Signature		·

21044C Rev. 05/02 Previous editions may not be used.

Page 4 of 5

2310 EAST MADISON • P. O. BOX 30 • BASTROP, LOUISIANA 71220 • PHONE (318) 281-2781 • FAX (318) 281-2784

AUGUST 30, 2004

ARKLA FLYERS 8216 MER ROUGE-COLLINSTON RD. MER ROUGE, LA 71261

YOU HAVE TAKEN DELIVERY ON 1 CASE IH MX210 TRACTOR

SN# JAZ133456

THE TERMS OF OUR AGREEMENT ARE FOR 12 MONTHS. AFTER REACHING THIS 12 MONTH TERM YOU HAVE THE OPTION OF RETURNING THIS TRACTOR TO US OR YOU MAY CONTINUE WITH THE TERMS OF THE LEASE/CONTRACT.

SCOTT TRACTOR COMPANY BASTROP

LARRY WILLIAMS